

No. 9(1)81-8Lab/10040.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Faridabad in respect of the dispute between the workmen and the management of M/s Prabhakar Press, Plot No. 6, Industrial Area, NIT, Faridabad:—

IN THE COURT OF SHRI HARI SINGH KAUSHIK, PRESIDING OFFICER,
LABOUR COURT, HARYANA, FARIDABAD

Reference No. 188 of 1980

between

SHRI SURESH WORKMAN AND THE MANAGEMENT OF M/S PRABHAKAR
PRESS, PLOT NO. 6, INDUSTRIAL AREA, N.I.T., FARIDABAD

Shri Roshan Lal Sharma for the workman.

Shri R.C. Sharma for the management.

AWARD

This reference No. 188 of 1980 has been referred to this Court by the Hon'ble Governor of Haryana,—vide his order No. ID/FD/52-80/14226, dated 19th March, 1980 under section 10(i)(c) of the Industrial Disputes Act, 1947 for adjudication of the dispute existing between Shri Suresh workman and the management of M/s Prabhakar Press, Plot No. 6, Industrial Area, N.I.T., Faridabad. The term of the reference was:—

Whether the termination of services of Shri Suresh was justified and in order ?
If not, to what relief is he entitled ?

After receiving this reference No. 188 of 1980, notices were issued to the parties. The parties appeared in the Court and filed their pleadings and on the pleadings of the parties the issue as per reference was framed.

The case of the workman is that he was appointed by the respondent on 15th July, 1976 as helper on a salary of Rs. 125 per month. His services were terminated on 15th July, 1979. This is according to his demand notice dated 4th February, 1980 after seven months of his termination. He has not filed any claim statement or rejoinder in this case. The case of the respondent according to his written statement is that the alleged workman joined as an apprentice/helper on 1st March, 1978 on Government rates as stipend. The alleged workman's services were never terminated by the respondent rather the workman left himself voluntarily after receiving his full and final payment upto 30th November, 1979. The workman proved to be liability rather than assets to the respondent because he deliberately caused accident to his thumb on 15th July, 1979 in order to harass and blackmail the respondent by way of huge compensation for the injury sustained by him. The respondent paid to him on 23rd November, 1979 as per order of C.W.C., Faridabad. My finding on issue No. 1 is as under :—

Issue No. 1

The respondent first led the evidence to prove this issue and produced documents Exhibit M-1 to M-13 and four oral witnesses. Shri J.K. Parbhakar partner of the firm appeared as MW-1 and stated that he has brought attendance register for the year 1976-77 and 1977-78. The workman joined service on 1st March, 1978 as a helper at the salary of Rs. 175 per month. On 15th July, 1979 this workman met with an accident. The respondent paid Rs. 190, Rs. 100, Rs. 80, Rs. 80 on 31st July, 1979, 7th August, 1979, 1st September, 1979, 15th September, 1979 respectively through vouchers Exhibit M-1 to Exhibit M-4

This amount has been paid to the real brother of the workman present in the Court. It is aid for his treatment in the hospital. A sum of Rs. 792.50 Paise were paid on 7th November, 1979,—vide Exhibit M-5. This workman claimed before Conciliation Officer,—vide Exhibit M-6 which was settled vide Exhibit M-7 which is summon. The compensation for injury was also paid to the workman on 23rd November, 1979,—vide Exhibit M-8 voucher of Rs. 2,500. The workman received his full and final payment on 30th November, 1979 as Rs. 500,—vide Exhibit M-9 and after that he never visited our factory. The respondent factory is covered under Shop and Establishment Act. The certificate for the same is Exhibit M-12. MW-2 Shri P.K. Ghose who is a factory owner which is adjacent to the respondent factory his witness on Exhibit M-8 and stated that this amount was paid before me. Shri Parshotam Lal Agnesh partner of the respondent factory appeared as MW-3 and stated that he has paid the amount of vouchers Exhibit M-5, Exhibit M-8 and Exhibit M-9 which bears his signature. Shri C.K. Salwant appeared as MW-4 and stated that he appeared before the compensation authority on 23rd November, 1979 where Shri Roshan Lal with the workman was present and Exhibit M-13 was settled there and both these persons signed the statements before me which is Exhibited M-13. He also supported Ex. M-8 payment.

The workman appeared as his own witness as WW-1 and stated that he joined the respondent service a year back on a salary of Rs. 70 per month and at the time of termination he used to get Rs. 125 per month. He met an accident on 15th March, 1977 while he was working on press on overtime. He stated that he is still under treatment and further stated that he was not paid anything from the date of accident till today. He admits that there was a settlement before the payment of wages in authority, Workman Compensation Commissioner and Conciliation Officer but this settlement was verbal.

The statement of the workman cannot be believed under the circumstances when the workman's services were terminated on 15th July, 1979 and he submitted his demand notice on 4th February, 1979 after seven months and when he has received nothing of his claims. According to the demand notice he was appointed on 15th July, 1976 but in his statement he says that he was appointed a year back. Thirdly he has admitted that there was settlement before the in which he made the statement along with his representative Shri R. L. Sharma on 23rd November, 1979 as mentioned in Ex. M-13 and after that says that he had received no money cannot be believed. Fourthly in his cross-examination he stated that he told this fact to Shri R. L. Sharma after five or six days and did not make any complaint to any one in this regard by him or by his representative. Fifthly the workman admits the signature on Ex. M-9 voucher of Rs. 500 and denied the signature on other documents. But the signature on other documents resembles his signature. On other hand the respondent has proved his case fully well. As discussed above, I hold that the workman is not entitled to any relief. So this issue goes in favour of the respondent and against the workman. No order as to costs. This may be read an answer of this reference.

HARI SINGH KAUSHIK,
Presiding Officer,
Labour Court, Haryana,
Faridabad.

Dated, the 18th August, 1981.

Endorsetment No. 2594, dated the 27th August, 1981.

Forwarded (four copies) to the Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947, with the request that the receipt of the above-said award may please be acknowledged within week's time.

HARI SINGH KAUSHIK,
Presiding Officer,
Labour Court, Haryana,
Faridabad.